

***COLLECTIVE BARGAINING***  
***with***  
***THE UNION OF NORTHERN WORKERS***

***January 23<sup>rd</sup>, 2009 – PM***

***GNWT Response***

## **Government of the Northwest Territories' Response to UNW Non Monetary Issues**

### Background

Where proposals have been agreed to we are providing draft language to the UNW separately. Agreed to issues do not appear in this document.

This package focuses on our response to the feedback received from the UNW during discussions on the morning of January 23 on their non-monetary proposals.

## UNW Non Monetary Issues

### UNW Proposal

2.01 (y) "Probation" means a period of six (6) months from the day upon which an employee is first appointed to or promoted within the Public Service of the Northwest Territories except that for an employee first appointed to a position at Pay Level 13 or higher, it shall be a period of one (1) year. An employee who is appointed to a position which has the same duties, as his/her previous position shall not serve an additional probationary period. If an employee does not successfully complete his/her probationary period on transfer or promotion the Employer will make every reasonable effort to appoint him/her to a position comparable to the one from which he/she was transferred or promoted. **No employee shall serve more than one probationary period.**

*On January 19<sup>th</sup> the UNW amended its proposal to withdraw the change in the length of the probationary period. That is reflected above.*

*We have extensive concerns about making any change of the nature being proposed by the UNW.*

*Given the strongly held views of both parties on this issue, we suggest that this proposal be dealt with as part of the discussion on monetary issues.*

## UNW Proposal

### ARTICLE 3 RECOGNITION

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit. **In any and all matters dealing with employment, including but not limited to disputes, complaints, benefits, transfer assignments, secondments, maternity and parental leave, and on subsequent hires.**

*On January 19<sup>th</sup> the UNW amended its proposal to delete “initial and”. That is reflected above. This proposal continues to inject the UNW into all areas of management – as it references “any and all matters dealing with employment”. What all these matters are and what impact this change will have is not clear. The UNW’s amended proposal does not address our fundamental issue – that the proposal is not operationally feasible.*

*We proposed additional language to ensure employees were aware they could consult the UNW on issues arising from the Collective Agreement. The UNW rejected that language.*

*Given the strongly held views of both parties on this issue, we suggest that this proposal be dealt with as part of the discussion on monetary issues.*

## GNWT Proposal

The GNWT withdraws its proposal for a new 3.03.

## **UNW Proposal**

20.04 The Employer shall only require a variation beyond the basic requirement described in 20.03, in the form of a medical certificate from a medical or nurse practitioner, where there is a demonstrated and reasonable basis for doing so.

**When an Employee presents a medical certificate from a medical practitioner or nurse practitioner, stating that they must attend medical treatment, the Supervisor shall not have the right to question the nature of the medical condition involved provided the Employee has enough sick leave credits.**

*We are concerned that this proposal appears to interfere with our obligation to obtain appropriate medical information to allow us to evaluate our ability to accommodate employees as required by Human Rights legislation.*

*We also need to continue to have the flexibility to seek or provide additional information. This may be required to determine whether or not approving sick leave is appropriate or when an employee seeks to return to work.*

*Given the strongly held views of both parties on this issue, we suggest that this proposal be dealt with as part of the discussion on monetary issues.*

## UNW Proposal

### ARTICLE 37            ADJUSTMENT OF DISPUTES

- 37.07      (a)      The Union shall have the right to consult with the first level of management as part of processing the First Level Grievance.
- (b)      The Union shall have the right to consult with the designate of the Deputy Head prior to the Union presenting a grievance at the Final Level.
- (c)      The Union shall have the right to consult with the Financial Management Board Secretariat with respect to a grievance at each or any level of the grievance procedure.
- (d)      Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to the **discipline (not including verbal warnings), or suspension or** discharge of an employee, that employee shall be advised 24 hours in advance of the meeting of his/her right to have a representative of the union at the meeting. At the employee's request, the meeting will be postponed for a maximum of three (3) working days. **This clause shall be inclusive of any investigative meetings where the employee is directed/requested to attend.**

*This proposal requires escalating conversations that should be more informal between an employee and supervisor. We believe that supervisors and employees need to be able to informally resolve issues where appropriate. We don't believe that further formalizing virtually all employee-supervisor conversations assists this overall relationship.*

*Given the strongly held views of both parties on this issue, we suggest that this proposal be dealt with as part of the discussion on monetary issues.*

## UNW Proposal

### ARTICLE 40                      SAFETY AND HEALTH

- 40.02      (a)      The Employer and the Union agree to establish **Joint** Health and Safety Committees. **There shall be a Union co-chair and an Employer co-chair.** A Committee shall be established for each work place where the Employer and the Union agree such a Committee is appropriate.
- (b)      The following provisions will apply to the Health and Safety Committees:
- (ii)      Records  
                                 A Safety and Health Committee shall keep accurate records of all matters that come before it pursuant to subsection (b)(i) and shall keep minutes of its meetings and shall make such minutes and records available to a safety officer on his/her request. **Such minutes shall be approved by the Co-Chairs.**
- 40.07      (a)      Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated supervisor. As deemed necessary, such accidents shall be jointly investigated by one member from management and one employee. Where practical, such members shall be from Joint Health and Safety Committees.
- (b)      **If an issue arises regarding occupational health or safety, the Employee or the Union shall first seek to resolve the issue through discussion with the applicable immediate supervisor. If the issue is not resolved satisfactorily, it may then be forwarded in writing to the Committee.**

#### NEW

**40.13 Where an Employee is assigned to work alone, the Employer shall have in place a policy and procedure to support a Working Alone Safety Plan which shall be reviewed annually by the Committee.**

***During our discussion on January 23 the UNW told us they would consider our comments on Safety and Health Committees and provide us with a further response.***

## UNW Proposal

### ARTICLE 51 SEXUAL HARASSMENT

#### 51.01

- a) **The Union and the Employer recognize the right of employees to work in an environment free from harassment on a prohibited ground of discrimination as prohibited by the *Canadian Human Rights Act*, or the *NWT Human Rights Act*, free from personal harassment and free from abuse of authority. The Employer undertakes to ensure forms of harassment or abuse of authority will not be tolerated in the workplace.**
- b) **“Personal harassment” means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee’s dignity or psychological or physical integrity and that results in a harmful work environment for the employee. A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute personal harassment.**
- c) **“Abuse of authority” occurs when an individual improperly uses the power and authority inherent in his/her position to endanger an employee’s job, undermines the employee’s ability to perform that job, threatens the economic livelihood of that employee or in any way interferes with or influences the career of the employee. It includes intimidation, threats, blackmail or coercion.**

~~51.01 The Government of the Northwest Territories is committed to promoting a work environment, which is free from sexual harassment. Every employee has the right to freedom from harassment in the workplace because of sex by his/her Employer or agent of the Employer or by another employee.~~

~~51.02 Sexual harassment is defined as any conduct, gesture or contact of a sexual nature that:~~

- ~~— (a) is likely to cause offence or humiliation; or~~  
~~— (b) that might, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.~~

51.02 A grievance under this Article may be initiated at any step of the grievance procedure. Grievances under this Article will be handled with all possible confidentiality and dispatch.

***Currently the Workplace Conflict Resolution Policy (WCRP) covers sexual harassment, harassment based on prohibited grounds of discrimination and abuse of authority. Currently allegations of bullying are investigated by individual Department, Boards and Agencies. We are open to discussing changes to the WCRP as appropriate.***

## **UNW Proposal**

NEW ARTICLE

### **WHISTLE BLOWER PROTECTION**

XX.01 No employee shall be disciplined or otherwise penalized, including but not limited to, demotion, suspension, dismissal, financial penalty, loss of seniority, advancement or opportunity in the public service, as a result of disclosing any wrongful act or omission, such as an offence against an Act of Parliament, an Act of a legislature of any province or territory, or any instrument issued under any such Act; an act or omission likely to cause a significant waste of public money; or an act or omission likely to endanger public health or safety or the Environment.

***This issue was raised by Members of the Legislative Assembly during the 15<sup>th</sup> Assembly, and the Minister of Human Resources committed to explore mechanisms such as regulation to ensure whistleblower protection for public service employees.***

***We are currently assessing the most appropriate mechanism, be it stand alone legislation or inclusion in the Public Service Act to achieve this kind of protection.***

***The Minister has committed to working with the Members of Legislative Assembly to address this important issue.***

## UNW Proposal

### NEW ARTICLE

### ORGANIZATIONAL CHANGE

XX.01 The Employer shall ensure that Employees are kept informed of pending operational or organizational changes.

As a result of pending organizational change, the Employer shall endeavour to establish planning committees or working groups involving affected Employees and management:

- (a) Employee representatives shall be selected by the Union to be on any planning committee(s) and/or work groups.
- (b) Relevant information shall be forwarded to the Union representatives on any planning committee(s) and/or work group(s).
- (c) Participation on such planning committee(s) and/or work group(s) shall be with regular pay.

***We want to discuss expanding the joint consultation language (Article 56) to include major operational and organizational change. In addition we want to confirm our overall structure for discussion with the UNW, and focus on renewing our commitment to meet and discuss matters of mutual concern.***

***We acknowledge that there has been significant change in the GNWT and that, like most other governments and employers, change will continue. We also acknowledge that we have struggled with how best to communicate many of these changes to employees and the UNW.***

***Based on this experience we are focusing on how better to involve employees and the UNW as change occurs. There are a number of examples of how we currently are working to achieve this. The Yellowknife Consolidated Clinic project has working groups that includes YKHSSA employees. Consultation with employees on a possible Infrastructure Department options to improve GNWT's management of infrastructure, including possible organizational changes. begins shortly, including***

*We are proposing to alter the Joint Consultation Terms of Reference to reflect the inclusion of discussions related to major organizational and operational change.*

## TERMS OF REFERENCE

### SENIOR JOINT CONSULTATION BETWEEN THE UNION OF NORTHERN WORKERS AND THE GOVERNMENT OF THE NORTHWEST TERRITORIES

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1. Executive Joint Consultation is intended to provide a forum where Senior Union of Northern Workers (UNW) and Senior Government of the Northwest Territories (GNWT) officials can discuss items of concern or interest. The parties hope that through this process, issues can be explored and problems resolved to the mutual benefit of both parties. However, Joint Consultation is not intended to take the place of Collective Bargaining.
2. **Items to be addressed in joint consultation may include major operational and organizational changes that are to be implemented and may have a significant impact on UNW employees.**
3. Meetings will take place, at least quarterly, in Yellowknife, with the meeting room normally alternating between the GNWT and the UNW.
4. Subject to Article 56.04 of the Collective Agreement, representative parties will normally consist of the following individuals.

For the UNW: President and other UNW members and/or employees as determined appropriate by the UNW.

For the GNWT: Deputy Minister of Human Resources, Senior Managers from other Departments depending on the items to be discussed, Director, Corporate Human Resources, Manager of Labour Relations, and/or a Labour Relations Officer.

5. Minutes will be kept of the meetings. The responsibility for producing the Minutes will alternate between the UNW and the GNWT. Draft Minutes will be prepared and circulated for comment within two weeks of the meeting. Finalized Minutes will be signed off by the President of the UNW and the Deputy Minister of Human Resources or another in attendance at the meeting and designated the authority to sign Minutes. The President of the UNW will circulate finalized Minutes as appropriate within the UNW. The Deputy Minister of Human Resources will also circulate the finalized Minutes as appropriate within the GNWT.
6. The responsibility for producing an Agenda will alternate between the GNWT and the UNW. Agenda items will be provided to finalize the Agenda seven (7) working days prior to the Joint Consultation meeting. This advance notice is required so that

both the UNW and the GNWT can ensure that items can be examined, and arrangements made to have appropriate persons attend the meeting to speak to the items.

7. New agenda items may be added when they are deemed to be matters of urgency.
8. The parties will respond in a timely manner, to issues identified during Joint Consultation meetings and will provide updates on items in writing.

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Todd Parsons  
President  
Union of Northern Workers

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Debbie DeLancey  
Deputy Minister, Human Resources  
Government of Northwest Territories

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Date

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Date